LSUHSC New Orleans	1 611 8	BIDS WILL BE PUBLICLY OPENED:
VENDOR NO. :	Health	June 24,2021 02:00 PM
SOLICITATION : 002438	Sciences R	Return Sealed Bid to:
OPENING DATE : 06/24/2021	Center	Purchasing Department
	4	33 Bolivar St
	R	Room 623
	N	lew Orleans LA 70112
	В	BUYER : Holmes, Deborah
		BUYER PHONE : 504/568-2598
		OATE ISSUED : 06/02/2021
		REQ. NO : 0058528
		~
From Req ID - 0058528	F	ISCAL YEAR : 2022
DISTRESS NAME	To be Completed by V	endor:
BUSINESS NAMEADDRESS		
TAX ID NUMBER		
		DAYS. CASH DISCOUNTS FOR LESS THAN 30 DAYS OR
LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT		
CONTRACTS, CASH DISCOUNTS WILL BE ACCEPTED	AND TAKEN BUT WILL NOT B	E CONSIDERED IN DETERMINING AWARDS.
INSTRUCTION TO BIDDERS	1	
1. READ THE ENTIRE BID (INCLUDING ALL TERMS	AND CONDITIONS AND SPECI	FICATIONS).
DIVERSE SUPPLIER	- CELEGIC DI LOCUITO IDITION	DOTTO:
(A) SUPPLIER UNDERSTANDS THAT LSU, AS TH PROVIDING ENTREPRENEURIAL OPPORTUNIT		
IS DEDICATED TO PROMOTING THE GROWTH		
HISTORICALLY UNDERUTILIZED BUSINESSE		BY PROVIDING OPPORTUNITIES
TO PARTICIPATE IN UNIVERSITY CONTRAC		
(B) IN SUPPORT OF THIS COMMITMENT, THE ST		
PROVIDE OPPORTUNITIES TO DIVERSE BUS		
ANOTHER CERTIFYING AGENCY IN A DIVER	SE CATEGORY, AS A SUBCONT	FRACTOR OR SUPPLIER UNDER
THIS AGREEMENT.		
(C) IF APPLICABLE, SUPPLIER SHALL PROVIDE		
DURING EACH CONTRACT YEAR, THE LIST (F BUSINESSES SHOULD IDEN	NTIFY:
(1) THE NAME OF THE BUSINESS;		
(2) ITS PRINCIPAL OFFICE OR ADDRESS;		
(3) THE OWNER(S); AND		
(4) THE SERVICES OR GOODS THAT IT MAY	PROVIDE OR SUPPLY AND	THE VALUE OF THE GOODS OR
SERVICES PROCURED FROM THE BUSIN		
(D) TO THE EXTENT THAT ANY FEDERAL OR STA		
THIS SECTION BE MODIFIED OR VOIDED,		
OR SEVERED FROM THE AGREEMENT WITHOUT		
2. ALL BID PRICES MUST BE TYPED OR WRITTEN :	N TNK ANV CODDUCTIONS	EDACIDEC OD OTHER BORNS OF METERS OF THE
UNIT PRICES SHOULD BE INITIALIZED BY THE		ERASORES OR OTHER FURMS OF ALTERATION TO
TATTORE ON ONE DE TATTIANTED DI TAE	DIDDER,	
3. THIS BID IS TO BE MANUALLY SIGNED IN INK	BY A PERSON AUTHORIZED T	TO BIND THE VENDOR (See No.9)
ENDOR PHONE NUMBER:	TITLE	DATE
AX NUMBER:		
GNATURE OF AUTHORIZED BIDDER	NAME OF BID	IDER

(TYPED OR PRINTED)

(MUST BE SIGNED)

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- 4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D." REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF A PROPERLY EXECUTED INVOICE THAT IS APPROVED BY LSUHSC OR DELIVERY, WHICHEVER IS LATER.
- 5. DESIRED DELIVERY: 10 DAYS AFTER RECEIPT OF ORDER, UNLESS SPECIFIED ELSEWHERE.
- 6. TO ASSURE CONSIDERATION OF YOUR BID, SEE HEADER FOR RETURN INSTRUCTIONS. ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE AND CLEARLY ENDORSED WITH THE BID OPENING DATE, BID OPENING TIME, BID NUMBER, AND BID TITLE. ALL REQUEST FOR QUOTATIONS AND ADDENDA SHOULD BE SUBMITTED VIA FAX, EMAIL OR PLACED IN AN ENVELOPE AND DELIVERED.
- 7. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.

 PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL:

IN ACCORDANCE WITH EXECUTIVE ORDER NUMBER JBE 2018-15, EFFECTIVE MAY 22, 2018, FOR ANY CONTRACT FOR \$100,000 OR MORE AND FOR ANY CONTRACTOR WITH FIVE OR MORE EMPLOYEES, CONTRACTOR, OR ANY SUBCONTRACTOR, SHALL CERTIFY IT IS NOT ENGAGING IN A BOYCOTT OF ISRAEL, AND SHALL, FOR THE DURATION OF THIS CONTRACT, REFRAIN FROM A BOYCOTT OF ISRAEL. THE STATE RESERVES THE RIGHT TO TERMINATE THIS CONTRACT IF THE CONTRACTOR, OR ANY SUBCONTRACTOR, ENGAGES IN A BOYCOTT OF ISRAEL DURING THE TERM OF THE CONTRACT.

8. IMPORTANT:

BY SIGNING THIS BID, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS, AND SPECIFICATIONS AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. ALL BID INFORMATION SHALL BE MADE WITH INK OR TYPEWRITTEN.

9. SIGNATURE AUTHORITY:

SUBMIT EVIDENCE WITH THE BID OR UPON REQUEST

R.S. 39:1594 (C) (4) EVIDENCE OF AGENCY, CORPORATE, OR PARTNERSHIP AUTHORITY SHALL BE REQUIRED FOR SUBMISSION OF A BID TO PURCHASING AGENCIES OF THE STATE OF LOUISIANA.

THE AUTHORITY OF THE SIGNATURE OF THE PERSON SUBMITTING THE BID SHALL BE DEEMED SUFFICIENT AND ACCEPTABLE IF ANY OF THE FOLLOWING CONDITIONS ARE MET:

- (A) THE SIGNATURE ON THE BID IS THAT OF ANY CORPORATE OFFICER LISTED ON THE MOST CURRENT ANNUAL REPORT ON FILE WITH THE SECRETARY OF STATE, OR THE SIGNATURE ON THE BID IS THAT OF ANY MEMBER OF A PARTNERSHIP OR PARTNERSHIP IN COMMENDAM LISTED IN THE MOST CURRENT PARTNERSHIP RECORDS ON FILE WITH THE SECRETARY OF STATE.
- (B) THE SIGNATURE ON THE BID IS THAT OF AN AUTHORIZED REPRESENTATIVE OF THE CORPORATION, PARTNERSHIP, OR OTHER LEGAL ENTITY AND THE BIDDER SUBMITS OR PROVIDES UPON REQUEST A CORPORATE RESOLUTION, CERTIFICATION AS TO THE CORPORATE PRINCIPAL, OR OTHER DOCUMENTS INDICATING AUTHORITY WHICH ARE ACCEPTABLE TO THE PUBLIC ENTITY, INCLUDING REGISTRATION ON AN ELECTRONIC INTERNET DATABASE MAINTAINED BY THE PUBLIC ENTITY.
- (C) THE CORPORATION, PARTNERSHIP, OR OTHER LEGAL ENTITY HAS FILED IN THE APPROPRIATE RECORDS OF THE SECRETARY OF STATE IN WHICH THE PUBLIC ENTITY IS LOCATED, AN AFFIDAVIT, RESOLUTION, OR OTHER ACKNOWLEDGED OR

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AUTHENTIC DOCUMENT INDICATING THE NAMES OF ALL PARTIES AUTHORIZED TO SUBMIT BIDS FOR PUBLIC CONTRACTS. SUCH DOCUMENT ON FILE WITH THE SECRETARY OF STATE SHALL REMAIN IN EFFECT AND SHALL BE BINDING UPON THE PRINCIPAL UNTIL SPECIFICALLY RESCINDED AND CANCELED FROM THE RECORDS OF THE RESPECTIVE OFFICES.

IT IS ACCEPTABLE FOR THE SIGNATURE ON THE BID TO BE LISTED AS A VENDOR CONTACT ON LAPAC (LOUISIANA PROCUREMENT AND CONTRACT NETWORK)

10. INQUIRIES:

ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE NUMBER AND ADDRESS SHOWN ABOVE.

11, BID FORMS:

ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH FORMS PROVIDED AND PROPERLY SIGNED. BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED:

- A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND
- B. BID FILLED OUT IN PENCIL; AND
- C. BID NOT SUBMITTED PER THE SOLICITATION DOCUMENT.

BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED.

12. STANDARDS OR QUALITY:

ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS/HER BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION. LSUHSC RESERVES THE RIGHT TO INSPECT AND TEST THE DELIVERED ITEMS FOR COMPLIANCE WITH THE BID SPECIFICATIONS. IF THE ITEM FAILS TO MEET THE SPECIFICATIONS, THE COST OF TEST AND INSPECTION WILL BE PAID BY THE CONTRACTOR. IF THE ITEM IS IN COMPLIANCE, COST OF ALL TESTS WILL BE PAID BY LSUHSC.

13. DESCRIPTIVE INFORMATION:

BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID, INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, AND TECHNICAL DATA) SUFFICIENT FOR LSUHSC TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATION SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEMS(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.

14. BID OPENING:

BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING LSUHSC DURING NORMAL

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WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED:

15. AWARDS:

AWARD WILL BE MADE TO THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER. LSUHSC RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED, OR ON AN ALL OR NONE BASIS , AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.

16. PRICES:

UNLESS OTHERWISE SPECIFIED BY LSUHSC IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.

17. TAXES:

VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. LSUHSC AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.

18. NEW PRODUCTS:

UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.

19. CONTRACT RENEWALS:

UPON AGREEMENT OF LSUHSC AND THE CONTRACTOR , A TERM CONTRACT MAY BE EXTENDED FOR 4 (FOUR) ADDITIONAL 12 MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 60 MONTHS. RS 39:1615

20. CONTRACT CANCELLATION:

TERMINATION FOR NONCOMPLIANCE:

LSUHSC HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

- (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT;
- (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION;
- (3) MISREPRESENTATION BY THE CONTRACTOR;
- (4) FRAUD, COLLUSION , CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE;
- (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW;
- (6) ANY OTHER BREACH OF CONTRACT.

FURTHER, LSUHSC MAY TERMINATE THIS CONTRACT FOR CAUSE BASED UPON THE FAILURE OF THE CONTRACTOR TO COMPLY WITH THE TERMS AND/OR CONDITIONS OF THE CONTRACT; PROVIDED THAT LSUHSC SHALL GIVE THE CONTRACTOR WRITTEN NOTICE SPECIFYING THE FAILURE. IF WITHIN THIRTY (30) DAYS AFTER RECEIPT OF SUCH NOTICE, THE CONTRACTOR SHALL NOT HAVE EITHER CORRECTED SUCH FAILURE OR, IN THE CASE WHICH CANNOT BE CORRECTED IN THIRTY (30) DAYS, BEGUN IN GOOD FAITH TO CORRECT SAID FAILURE AND THEREAFTER PROCEEDED DILIGENTLY TO COMPLETE SUCH CORRECTION, THEN LSUHSC MAY, AT ITS OPTION, PLACE THE CONTRACTOR IN DEFAULT AND THE CONTRACT SHALL TERMINATE ON THE DATE

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SPECIFIED IN SUCH NOTICE. THE CONTRACTOR MAY EXERCISE ANY RIGHTS AVAILABLE TO IT UNDER LOUISIANA LAW TO TERMINATE FOR CAUSE UPON THE FAILURE OF LSUHSC TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS CONTRACT; PROVIDED THAT THE CONTRACTOR SHALL GIVE LSUHSC WRITTEN NOTICE SPECIFYING LSUHSC'S FAILURE AND A REASONABLE OPPORTUNITY FOR LSUHSC TO CURE THE DEFECT

TERMINATION FOR CONVENIENCE:

LSUHSC MAY, AT ANY TIME, TERMINATE THE CONTRACT FOR THEIR CONVENIENCE AND WITHOUT CAUSE. UPON RECEIPT OF WRITTEN NOTICE FROM LSUHSC OF SUCH TERMINATION FOR THEIR CONVENIENCE, THE CONTRACTOR SHALL: CEASE OPERATIONS AS DIRECTED BY LSUHSC IN THE NOTICE; TAKE ACTIONS NECESSARY, OR THAT LSUHSC MAY DIRECT, FOR THE PROTECTION AND PRESERVATION OF THE WORK; AND EXCEPT FOR WORK DIRECTED TO BE PERFORMED PRIOR TO THE EFFECTIVE DATE OF TERMINATION STATED IN THE NOTICE, TERMINATE ALL EXISTING SUBCONTRACTS AND PURCHASE ORDERS AND ENTER INTO NO FURTHER SUBCONTRACTS AND PURCHASE ORDERS. IN CASE OF SUCH TERMINATION FOR LSUHSC'S CONVENIENCE, THE CONTRACTOR SHALL BE ENTITLED TO RECEIVE PAYMENT FOR WORK EXECUTED. LSUHSC SHALL NOT BE RESPONSIBLE OR OTHERWISE LIABLE FOR ANY DEMOBILIZATION COSTS OR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM SUCH TERMINATION.

TERMINATION FOR NON-APPROPRIATION OF FUNDS:

THE CONTINUATION OF THIS CONTRACT IS CONTINGENT UPON THE APPROPRIATION OF FUNDS TO FULFILL THE REQUIREMENTS OF THE CONTRACT.

21. DEFAULT OF CONTRACT:

FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE UNIVERSITY HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE UNIVERSITY RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.

22. ORDER OF PRIORITY:

IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.

23. APPLICABLE LAW:

ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

24. COMPLIANCE WITH CIVIL RIGHTS LAWS:

BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, AGE, NATIONAL ORIGIN, POLITICAL AFFILIATION, DISABILITY, VETERAN STATUS, OR ANY OTHER NON-MERIT FACTOR. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

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25. SPECIAL ACCOMMODATIONS:

ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.

26. INDEMNITY:

CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, LSUHSC, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE UNIVERSITY, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.

- 27. IN ACCORDANCE WITH THE PROVISIONS OF (RS 39:2192):
 - IN AWARDING CONTRACTS, ANY PUBLIC ENTITY IS AUTHORIZED TO REJECT THE LOWEST BID FROM, OR NOT AWARD THE CONTRACT TO, A BUSINESS IN WHICH ANY INDIVIDUAL WITH AN OWNERSHIP INTEREST OF FIVE PERCENT OR MORE HAS BEEN CONVICTED OF, OR HAS ENTERED A PLEA OF GUILTY OR NOLO CONTENDERE TO ANY STATE FELONY CRIME OR EQUIVALENT FEDERAL FELONY CRIME COMMITTED IN THE SOLICITATION OR EXECUTION OF A CONTRACT OR BID AWARDED UNDER THE LAWS GOVERNING PUBLIC CONTRACTS UNDER THE PROVISIONS OF CHAPTER 10 OF TITLE 38 OF THE LOUISIANA REVISED STATUTES OF 1950, PROFESSIONAL, PERSONAL, CONSULTING, AND SOCIAL SERVICES PROCUREMENT UNDER THE PROVISIONS OF CHAPTER 16 OF TITLE 39, OR THE LOUISIANA PROCUREMENT CODE UNDER THE PROVISIONS OF CHAPTER 17 OF TITLE 39.
- 28. CERTIFICATION OF NO SUSPENSION OR DEBARMENT:

BY SIGNING AND SUBMITTING THIS BID, THE BIDDER CERTIFIES THAT THEIR BUSINESS ENTITY, ANY SUBCONTRACTORS OR PRINCIPALS ARE NOT SUSPENDED OR DEBARRED BY EITHER THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, OFFICE OF INSPECTOR GENERAL (OIG) OR THE GENERAL SERVICES ADMINISTRATION (GSA) IN ACCORDANCE WITH THE REQUIREMENTS IN "AUDIT REQUIREMENTS IN SUBPART F OF THE OFFICE OF MANAGEMENT AND BUDGET'S UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS."

A LIST OF PARTIES WHO HAVE BEEN SUSPENDED OR DEBARRED CAN BE VIEWED VIA THE INTERNET AT HTTPS://SAM.GOV

IF AT ANY TIME DURING THE TERM OF THE CONTRACT AWARDED AS A RESULT OF THIS INVITATION TO BID, THIS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEARS ON EITHER LISTING, THIS ENTITY WILL NOTIFY THE CONTRACTING AGENCY, AND THE CONTRACT WILL BE TERMINATED. THE CONTRACTING AGENCY WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SAID TERMINATION.

29. FEDERAL CLAUSES (IF APPLICABLE):

ANTI-KICKBACK CLAUSE. THE CONTRACTOR HEREBY AGREES TO ADHERE TO THE MANDATE DICTATED BY THE COPELAND "ANTI-KICKBACK" ACT WHICH PROVIDES THAT EACH CONTRACTOR OR SUB GUARANTEE SHALL BE PROHIBITED FROM INDUCING BY ANY MEANS, ANY PERSON EMPLOYED IN THE COMPLETION OF WORK, TO GIVE UP ANY PART OF THE COMPENSATION TO WHICH HE IS OTHERWISE ENTITLED.

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CLEAN AIR ACT:

THE CONTRACTOR HEREBY AGREES TO ADHERE TO THE PROVISIONS WHICH REQUIRE COMPLIANCE WITH ALL APPLICABLE STANDARDS, ORDERS OR REQUIREMENTS ISSUED UNDER SECTION 306 OF THE CLEAN WATER ACT, WHICH PROHIBITS THE USE UNDER NON-EXEMPT FEDERAL CONTRACTS, GRANTS, OR LOANS OF FACILITIES INCLUDED ON THE EPA LIST OF VIOLATING FACILITIES.

ENERGY POLICY AND CONSERVATION ACT:

THE CONTRACTOR HEREBY RECOGNIZES THE MANDATORY STANDARDS AND POLICIES RELATING TO ENERGY EFFICIENCY WHICH ARE CONTAINED IN THE STATE ENERGY CONSERVATION PLAN ISSUED IN COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT (P.L. 94-163)

CLEAN WATER ACT:

THE CONTRACTOR HERBY AGREES TO ADHERE TO THE PROVISIONS WHICH REQUIRE COMPLIANCE WITH ALL APPLICABLE STANDARDS, ORDERS, OR REQUIREMENTS ISSUED UNDER SECTION 508 OF THE CLEAN WATER ACT WHICH PROHIBITS THE USE UNDER NON-EXEMPT FEDERAL CONTRACTS, GRANTS, OR LOANS OF FACILITIES INCLUDED ON THE EPA LIST OF VIOLATING FACILITIES.

ANTI-LOBBYING AND DEBARMENT ACT:

THE CONTRACTOR WILL BE EXPECTED TO COMPLY WITH FEDERAL STATUES REQUIRED IN THE ANTI-LOBBYING ACT AND THE DEBARMENT ACT.

30. ADHERENCE TO JCAHO STANDARDS:

WHERE APPLICABLE, LSUHSC IS ACCREDITED BY THE JOINT COMMISSION ON ACCREDITATION OF HEALTHCARE ORGANIZATIONS AND AS SUCH ALL CONTRACTORS, SUBCONTRACTORS, AND VENDORS AGREE TO ADHERE TO THE APPLICABLE STANDARDS PROMULGATED BY THE COMMISSION

- 31. IN ACCORDANCE WITH LOUISIANA LAW, ALL CORPORATIONS (RS 12:163) AND LIMITED LIABILITY COMPANIES (RS 12:1308.2) MUST BE IN GOOD STANDING WITH THE LOUISIANA SECRETARY OF STATE IN ORDER TO HOLD A CONTRACT WITH THE STATE.
- 32. INTERPRETATION OF DOCUMENT:

ANY INTERPRETATION OF THE BID OR QUOTATION DOCUMENT WILL ONLY BE MADE BY AN ADDENDUM ISSUED IN WRITING BY THE PURCHASING DEPARTMENT. SUCH ADDENDUM WILL BE MAILED OR DELIVERED TO EACH PERSON RECEIVING A SET OF THE ORIGINAL BID OR QUOTATION DOCUMENTS. LSUHSC WILL NOT BE RESPONSIBLE FOR ANY OTHER EXPLANATION OR INTERPRETATION OF THE DOCUMENTS.

33. THIS SOLICITATION CONTAINS ALL TERMS AND CONDITIONS WITH RESPECT TO THE PURCHASE OF THE GOODS AND OR SERVICES SPECIFIED HEREIN. SUBMITTAL OF ANY CONTRARY TERMS AND CONDITIONS MAY CAUSE YOUR BID TO BE REJECTED. BY SIGNING AND SUBMITTING A BID, VENDOR AGREES THAT CONTRARY TERMS AND CONDITIONS WHICH MAY BE INCLUDED IN ITS BID ARE NULLIFIED AND AGREES THAT THIS CONTRACT SHALL BE CONSTRUED IN ACCORDANCE WITH THIS SOLICITATION.

34. VENDORS FORMS:

THE PURCHASE/RELEASE ORDER IS THE ONLY BINDING DOCUMENT TO BE ALLOWED AGAINST THIS CONTRACT. SIGNING OF VENDOR'S FORMS IS NOT ALLOWED.

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35. PUBLICIZING AWARDS: IN ACCORDANCE WITH L.A.C 34:I.535, UNSUG	CCESSFUL BIDDERS WILL BE NOTIFIED OF THE AWARD PROVIDED THEY SUBMIT ENVELOPE REQUESTING THIS INFORMATION.
	NTUTES 39:1595, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS RLED IN LOUISIANA OF EQUAL QUALITY. DO YOU CLAIM THIS PREFERENCE?
YESSPECIFY THE LINE NUMBER (S)SPECIFY LOCATION WITHIN LOUISIANA WHERE THIS ASSEMBLED(NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON	PRODUCT IS MANUFACTURED, PRODUCED, GROWN OR I SEPARATE SHEET.)
DO YOU HAVE A LOUISIANA BUSINESS WORK FORCE? IF SO, DO YOU CERTIFY THAT AT LEAST FIFTY PE	YESNO RCENT (50%) OF YOUR LOUISIANA WORKFORCE IS COMPRISED OF LOUISIANA
HAVE THE RIGHT TO INSPECT AND AUDIT ALL TIM SUBCONTRACTOR OF THE CONTRACTING ENTITY TO AGREEMENT. THE RIGHTS OF INSPECTION AND AUDITALITY. THE RIGHTS OF INSPECTION AND AUDITALITY AND AN TIMEKEEPING AND EXPENSE RECORDS RELATED TO THE STATE'S OPERATIONS AND DATA (E.G. FINAN AVAILABLE TO THE CONTRACTOR IN CARRYING OUT THE SAME OR MORE EFFECTIVE THAN THOSE USED	
POSSESSION; INDEPENDENTLY DEVELOPED BY THE OBTAINED FROM THIRD PARTIES. 39. CYBERSECURITY TRAINING: IN ACCORDANCE WI SECURITY POLICY, IF THE CONTRACTOR, ANY OF STATE GOVERNMENT INFORMATION TECHNOLOGY ASS SUCH ACCESS MUST COMPLETE CYBERSECURITY TRACOMPLIANCE ANNUALLY AND UPON REQUEST. THE COMPLIANCE ANNUALLY AND UPON REQUEST.	CONTRACTOR OUTSIDE THE SCOPE OF THIS CONTRACT; OR RIGHTFULLY TH LA. R.S. 42:1267(B)(3) AND THE STATE OF LOUISIANA'S INFORMATION ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS WILL HAVE ACCESS TO ETS, THE CONTRACTOR'S EMPLOYEES, AGENTS, OR SUBCONTRACTORS WITH INING ANNUALLY, AND THE CONTRACTOR MUST PRESENT EVIDENCE OF SUCH ONTRACTOR MAY USE THE CYBERSECURITY TRAINING COURSE OFFERED BY THE WITHOUT ADDITIONAL COST OR MAY USE ANY ALTERNATE COURSE APPROVED

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FOR PURPOSES OF THIS SECTION, "ACCESS TO STATE GOVERNMENT INFORMATION TECHNOLOGY ASSETS" MEANS THE POSSESSION OF CREDENTIALS, EQUIPMENT, OR AUTHORIZATION TO ACCESS THE INTERNAL WORKINGS OF STATE INFORMATION TECHNOLOGY SYSTEMS OR NETWORKS. EXAMPLES WOULD INCLUDE BUT NOT BE LIMITED TO STATE-ISSUED LAPTOPS, VPN CREDENTIALS TO ACCESS THE STATE NETWORK, BADGING TO ACCESS THE STATE'S TELECOMMUNICATIONS CLOSETS OR SYSTEMS, OR PERMISSIONS TO MAINTAIN OR MODIFY IT SYSTEMS USED BY THE STATE. FINAL DETERMINATION OF SCOPE INCLUSIONS OR EXCLUSIONS RELATIVE TO ACCESS TO STATE GOVERNMENT INFORMATION TECHNOLOGY ASSETS WILL BE MADE BY THE OFFICE OF TECHNOLOGY SERVICES.

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AWARD TO BE MADE ON AN ALL-OR-NONE BASIS.

METHOD OF AWARD: IT IS THE INTENT OF THE LSU HEALTH SCIENCES CENTER TO AWARD THIS CONTRACT ON AN ALL-OR-NONE OR GROUPED BASIS AS DEEMED IN THE BEST INTEREST OF THE STATE. OTHERWISE, ITEMS WILL BE AWARDED SEPARATELY. LSUHSC-HSC FURTHER RESERVES THE RIGHT TO REJECT INDIVIDUAL ITEMS FROM ANY ALL-OR-NONE OR GROUPED AWARD, TO REJECT ANY OR ALL BIDS, AND TO WAIVE INFORMALITIES.

WHEN APPLICABLE, AND IF NECESSARY TO COMPLY WITH THE HIPAA PRIVACY RULE, THE SUCCESSFUL VENDOR WILL BE REQUIRED TO EXECUTE OUR BUSINESS ASSOCIATE ADDENDUM, WHICH MUST BE RETURNED WITHIN TEN (10) DAYS AFTER REQUEST, WHEN REQUESTED. A SAMPLE OF OUR CURRENT BUSINESS ASSOCIATE ADDENDUM CAN BE FOUND ON THE WEB SITE AT:

http://www.lsuhsc.edu/administration/cm/cm-53/AttachmentA-ChecklistHIPAABAContracts.pdf

THE QUANTITIES LISTED ARE ESTIMATED TO BE THE AMOUNT NEEDED. IN THE EVENT A GREATER OR LESSER QUANTITY IS NEEDED, THE RIGHT IS RESERVED BY LSUHSC TO INCREASE OR DECREASE THE AMOUNT, AT THE UNIT PRICE STATED IN THE BID.

AT THE OPTION OF LSUHSC AND ACCEPTANCE BY THE CONTRACTOR, THIS CONTRACT MAY BE EXTENDED FOR AN ADDITIONAL PERIODS AT THE SAME PRICE, TERMS AND CONDITIONS. THIS CONTRACT WILL NOT EXCEED SIXTY (60) MONTHS.

IF BIDDING OTHER THAN SPECIFIED, SUFFICIENT INFORMATION SHOULD BE ENCLOSED WITH THE BID IN ORDER TO DETERMINE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS.

FAILURE TO COMPLY WITH THIS REQUEST MAY ELIMINATE YOUR BID FROM CONSIDERATION.

THE VENDOR UNDERSTANDS AND AGREES THAT THE SPECIFIED USAGE IS A NON-BINDING ESTIMATE AND THAT LSUHSC RESERVES THE RIGHT TO PROCURE IN WHOLE OR IN PART THE SPECIFIED PRODUCTS FROM A GROUP PURCHASING ORGANIZATION UPON LSUHSC DETERMINATION THAT SUCH ALTERNATIVE PROCUREMENT IS IN LSUHSC'S BEST INTEREST.

LSUHSC RESERVES THE RIGHT TO CANCEL THIS CONTRACT WITH THIRTY (30) DAYS WRITTEN NOTICE.

SPECIAL TER	MS & CONDITIONS			Pa	age 11 of 15
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THE BIDDER MUST PROPERLY COMPLETE AND SIGN BID, INCLUDING ALL REQUIRED ATTESTATIONS AND ADDENDUMS. ANY EXCEPTIONS TO THE ATTACHED TERMS AND CONDITIONS OR THE INDEMNIFICATION AGREEMENT SHALL BE PRESENTED AT THE TIME OF THE BID SUBMISSION. NOTE THAT ANY EXCEPTIONS MAY RESULT IN A DISQUALIFIED BID IF THE AFOREMENTIONED EXCEPTIONS ARE IN CONFLICT WITH STATE GUIDELINES GOVERNING LSUHSC. BIDS MUST BE SIGNED BY A REPRESENTATIVE OF YOUR COMPANY AUTHORIZED TO ENTER INTO CONTRACT ON BEHALF OF YOUR ORGANIZATION (SEE ITEM 31 OF THE INSTRUCTIONS TO BIDDERS ON THE INVITATION TO BID FOR SPECIFIC REQUIREMENTS FOR SIGNATURE AUTHORITY.) INFORMATION ON LICENSING AND FILING MAY BE OBTAINED AT:

https://www.sos.la.gov/BusinessServices/ServiceOfProcess/FilingOrLocatingAnAgentForService

UMBE	R : 002438	BIDDER:				age 12 of 15
	ATE : 06/24/2021 TIME: 02:00 PM					
U	ILESS SPECIFIED ELSEWHERE SHIP TO:) Florida Ave 1st Floor				
	ATT	N: Carrie Gervais or Michae Orleans LA 70119	el Boutte			
ine	Description	Offeans LA 70119			1 1	
o.	Description		Qty	MOU	Unit Price	Extended Amount
	DENTAL SUPPLIES		1.00	YR		
	Specify brand, model bid(if applica	ble)				
	****				-	
	BLANKET PURCHASE ORDER F	ROM JULY 1, 2021				
	FOR THE FOLLOWING ITEMS:					
2	CHLOROPRENE GLOVES		300.00	CS		
	SIZE: SMALL Specify brand, model bid(if applica	hla)				
	specify brand, moder brd(II apprica	DIE)				
						_
3	Tactile sensitivity compositivity to the touch, yet proposed to the touch, yet provide the	owerful in grip for improved cechnology DT ACCEPTABLE	300.00	CS		
	Tactile sensitivity compassoft to the touch, yet por polymer coating designed donning Powder-free chloroprene to NOTE: THIN GLOVES ARE NOTE: THIN GLOVES ARE NOTE: THIN GLOVES ARE NOTE: HALYARD HEALTH ITEM LSU G0050 OR EQUIVALENT	owerful in grip for improved technology DT ACCEPTABLE				

PRICE SHEET		Page 13 of 15					
	NUMBER : 002438 BIDDER:					11 - 1, -	
	ATE : 06/24/2021 TIME: 02:00 PM						
Ųr	AT	00 Florida Ave 1st Floor TN: Carrie Gervais or Mic w Orleans LA 70119	chael Boutte				
ine	Description		Qty	мои	Unit Price	Extended Amount	
AQUA-SOFT BLUE NITR SIZE: MEDIUM Specify brand, model bid(if a			250.00	CS			
	Preferred tactile sensity Textured fingertips eaded cuffs Ambidextrous NOTE: THIN GLOVES ARE NOTE: THIN GLOVES ARE NOTE: THIN GLOVES ARE NOTE: THIN GLOVES ARE NOTE: THE SUBJECT OF SEQUIVALENT	NOT ACCEPTABLE					
5		GLOVES	100.00	CS			
6	AQUA-SOFT BLUE NITRILE GLOVES STZE: X-SMALL Specify brand, model bld(If applicable) Preferred tactile sensitivity Textured fingertips Beaded cuffs Ambidextrous NOTE: THIN GLOVES ARE NOT ACCEPTABLE 300/BOX 10 BOXES/CASE MFG. HALYARD HEALTH ITEM #43932 LSU ITEM # G0053 OR EQUIVALENT AQUA-SOFT BLUE NITRILE GLOVES SIZE: SMALL, Specify brand, model bid(if applicable) Preferred tactile sensitivity Textured fingertips Beaded cuffs Ambidextrous NOTE: THIN GLOVES ARE NOT ACCEPTABLE 300/BOX 10 BOXES/CASE MFG. HALYARD HEALTH ITEM #43933 LSU ITEM # G0052		75.00	CS			

PRICE SI		ivitation to Did				age 14 of 15
NUMBER		BIDDER:			Pa	ige 14 01 15
	ATE : 06/24/2021 TIME: 02:00 PM	-100EIV.				
	LESS SPECIFIED ELSEWHERE SHIP TO:					
		0 Florida Ave 1st Floor				
		'N: Carrie Gervais or Michael I	Boutte			
		v Orleans LA 70119				
Line	Description		Qty	MOD	Unit Price	Extended Amount
No.	-		~ .			
	OR EQUIVALENT					
7	AQUA-SOFT BLUE NITRILE	GLOVES	250.00	CS		
	SIZE: LARGE				-	
	Specify brand, model bid(if application)	able)				
			_			
	Preferred tactile sensit	ivity				
	Textured fingertips					
	Beaded cuffs					
	Ambidextrous					
	NOTE: THIN GLOVES ARE N	OT ACCEPTABLE				
	300/BOX 10 BOXES/CASE	W # 4 0 0 0 **				
	MFG. HALYARD HEALTH ITE	М #43935				
	OR EQUIVALENT					
8	AQUA-SOFT BLUE NITRILE	CLOVES	1.00	00		
0	SIZE: X-LARGE	GLOVES	1.00	CS	-	
	Specify brand, model bid(if application)	ahla)				
	Specify Drand, Moder Did(II applies	(DIE)				
	Preferred tactile sensit	ivity				
	Textured fingertips	4				
	Beaded cuffs					
	Ambidextrous					
	NOTE: THIN GLOVES ARE N	OT ACCEPTABLE				
	230/BOX 10 BOXES/CASE					
	MFG. HALYARD HEALTH ITE	M #43936				
	OR EQUIVALENT					
9	CHLOROPRENE GLOVES		300.00	CS		
	SIZE: X-SMALL					
	Specify brand, model bid(if application)	ble)				
	Moshileit'	1-1 - / 3 :				
	Tactile sensitivity comp					
	Soft to the touch, yet p					
	Polymer coating designed	ior improved				
	donning					
	Powder-free chloroprene					
	200 GLOVES/BOX, 10 BOXES					
	MFG. HALYARD HEALTH ITEM	#44792				
	LSU G10048A					

PRICE SHEET		Page 15 of 15				
NUMBER : 002438 BIDDER:						
	ATE : 06/24/2021 TIME: 02:00 PM					
UNLESS SPECIFIED ELSEWHERE SHIP TO: 1100 Florida Ave 1st Floor ATTN: Carrie Gervals or Michael Boutte New Orleans LA 70119						
Line	Description		Qty	мои	Unit Price	Extended Amount
NO.	OR EQUIVALENT					
10	CHLOROPRENE GLOVES SIZE: MEDIUM Specify brand, model bid(if application)	able)	300.00	CS		
	Tactile sensitivity comp Soft to the touch, yet p Polymer coating designed donning Powder-free chloroprene NOTE: THIN GLOVES ARE N 200/BOX, 10 BOXES/CASE MFG. HALYARD HEALTH ITE OR EQUIVALENT	owerful in grip for improved technology OT ACCEPTABLE				
.1	CHLOROPRENE GLOVES SIZE: X-LARGE Specify brand, model bid(if applica	uble)	300.00	CS	-	
2	Tactile sensitivity composoft to the touch, yet proposed donning Powder-free chloroprene NOTE: THIN GLOVES ARE NOTE: THIN GLOVES ARE NOTE: HALYARD HEALTH ITES OR EQUIVALENT INSIDE DELIVERY, FREIGHT	owerful in grip for improved technology OT ACCEPTABLE #44796 T, MISC FEES,	1.00	FR\$		
	ITEMS MUST BE DELIVERED FLOOR. Specify brand, model bid(if application applica	TO THE FIRST				
	CARRIE GERVAIS 504-941-8445					